




## MEMORANDUM

Agenda Item No. 7(M)(1)(C)

---

**TO:** Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners **DATE:** July 13, 2004

**FROM:** George M. Burgess, County Manager  **SUBJECT:** Joint Use Agreement for Construction of Playground Facilities at Gloria Floyd Elementary School

---

### RECOMMENDATION

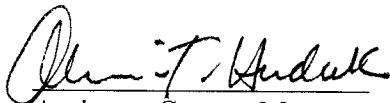
It is recommended that the Board approve the attached resolution authorizing the execution of a Joint Use Agreement with the School Board of Miami-Dade County for the construction of playground facilities at Gloria Floyd Elementary School.

### BACKGROUND

In the absence of conventional recreational facilities within Pineshore Pineland Preserve, and in response to a request from the Gloria Floyd Elementary School Parent Teachers Association, a registered community-based organization (CBO), Miami-Dade County authorized \$100,000 through the Quality Neighborhood Improvement Program and agreed to fund and construct a public playground at Gloria Floyd Elementary. The School Board will have ownership of the playground, but the public will be able to access such playground after school hours.

The School Board approved this item on April 14, 2004. The School Board will execute the agreement after the Board of County Commissioners approves it.

Attachments

  
Assistant County Manager




# MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.  
and Members, Board of County Commissioners

DATE: July 13, 2004

FROM:   
Robert A. Ginsburg  
County Attorney

SUBJECT: Agenda Item No. 7(M)(1)(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 7(M)(1)(C)  
7-13-04

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION OF A  
JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF  
MIAMI-DADE COUNTY THAT AUTHORIZES THE COUNTY  
TO FUND AND BUILD PUBLIC PLAYGROUND FACILITIES  
AT GLORIA FLOYD ELEMENTARY SCHOOL

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, Miami-Dade County (County) and the School Board of Miami-Dade County (School Board) entered into an Agreement for Joint Recreational Program and Use of Facilities, under Resolution No. 6529, and amended said Agreement under Resolution No. R-169-79, for the purpose of joint use of public program, land and facility resources; and

**WHEREAS**, in the absence of conventional recreational facilities within Pineshore Pineland Preserve, and in response to a request from the Gloria Floyd Elementary School Parent Teachers Association, a registered community-based organization (CBO), the County authorized \$100,000 through the Quality Neighborhood Improvement Program and agreed to fund and construct a public playground at Gloria Floyd Elementary School; and

**WHEREAS**, the School Board will have ownership of the playground, but the public will be able to access such playground after school hours,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the Joint Use Agreement for the construction and funding of recreational facilities at Gloria Floyd

Elementary School between Miami-Dade County and the School Board of Miami-Dade County, in substantially the form attached hereto and made a part thereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, after approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 13<sup>th</sup> day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Mariela Martinez-Cid

## **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (hereinafter referred to as the "BOARD").

### **WITNESSETH:**

WHEREAS, the COUNTY and BOARD entered into that certain AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES, dated May 17, 1961, by and between the parties hereto, which was approved by Miami-Dade County Commission Resolution No. 6529, adopted May 2, 1961, and School Board Action #25,038, adopted December 7, 1960, and that certain AMENDMENT TO THE AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES, dated February 13, 1979, by and between the parties hereto, which was approved by Miami-Dade County Commission Resolution No. R-169-79, adopted February 13, 1979, and School Board Action #58,250, adopted August 23, 1978, in order to provide for the joint development and use of public lands for the benefit of the citizens of Miami-Dade County; and

WHEREAS, the COUNTY, through its Park and Recreation Department, operates and maintains Pineshore Pineland Preserve ("Preserve"), adjacent to Gloria Floyd Elementary School ("School"), to provide conservational and recreational programs and services to the residents of Miami-Dade County; and

WHEREAS, sensitive natural resources on the Preserve prevent development of recreational facilities by the COUNTY; and

WHEREAS, in the absence of conventional recreational facilities within the Preserve, and in response to a request from the Gloria Floyd Elementary School Parent Teacher Association ("PTA"), a registered community-based organization, the COUNTY authorized the expenditure of \$100,000 through the Quality Neighborhood Improvement Program to fund a public playground, to be constructed on a portion of the School playfield; and

WHEREAS, the COUNTY has agreed to make these improvements to BOARD-owned land, in the interest of providing the facilities to the public for recreational purposes after normal school hours; and



WHEREAS, the Board of County Commissioners by the adoption of Resolution No. \_\_\_\_\_ at its meeting of \_\_\_\_\_, 2004, approved this Agreement; and

WHEREAS, the School Board of Miami-Dade County, Florida, has authorized this Agreement in accordance with Board Action No. \_\_\_\_\_ at its meeting of April 14, 2004.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### ARTICLE I.

##### PREMISES

The BOARD does hereby grant to COUNTY the right to access the Gloria Floyd Elementary School playfield, located at 12650 S.W. 109 Avenue, lying and being in the County of Miami-Dade, State of Florida, and more particularly described in Exhibit "A", attached hereto and made a part hereof, hereinafter called the "DEMISED PREMISES", for the express purpose of constructing recreational improvements, as described in Article IV.

#### ARTICLE II.

##### TERM

The term of this Agreement shall commence upon the later date of execution of the Agreement by both parties ("Commencement Date"), and shall expire upon acceptance of the recreational improvements by the BOARD, as stipulated in Article IV, or two (2) years after the Commencement Date, which ever occurs first.

#### ARTICLE III.

##### USE OF DEMISED PREMISES

The specific area of use by the COUNTY shall be limited to the area identified in Exhibit "A", and shall be used by COUNTY for the purpose of constructing certain recreational improvements, as further defined in Article IV of this Agreement. In that regard, the COUNTY shall be allowed uninterrupted access to the DEMISED PREMISES across the School playfield, and shall be provided a portion of the playfield, as mutually agreed to with the School site administrator, for the purpose of establishing a secure staging and equipment storage area.

6

The BOARD shall allow use of the playground facility by the public, after normal School hours, for as long as the COUNTY owns the adjacent Preserve.

#### ARTICLE IV.

##### IMPROVEMENTS

The COUNTY shall construct a new playground facility on the DEMISED PREMISES, comprised of a shade cover, play equipment, safety surface and site furniture, substantially as per the attached Exhibit "B". All work shall be done through a licensed contractor. Location of the equipment shall be as determined by the BOARD, through appropriate School District staff departments, and in consultation with the PTA. The COUNTY shall retain all responsibility for design and construction of the playground facility, in conformance with the Florida Building Code, Americans With Disabilities Act, and School District design standards. The BOARD, through its Educational Facilities Compliance Department, shall review and approve all construction drawings and specifications, issue permits, inspect the work and provide a final completion certificate. At the completion of the construction of the playground facility, the COUNTY shall secure an inspection of the site from the BOARD, and shall not release its contractor from its contractual obligations or make final payment until the BOARD, through its Educational Facilities Compliance Department, attests to the satisfactory completion of the work and restoration of the staging and equipment storage area. The COUNTY shall cause its contractor to implement appropriate safety measures during the work to protect students and staff at the school from unsafe conditions. Subsequent to final acceptance of the playground facility by the BOARD, the BOARD shall assume ownership of the improvements, and shall be responsible for all future maintenance and upkeep. In this regard, the COUNTY shall provide the BOARD with all applicable warranty information and any other materials necessary to secure maintenance service from the manufacturer and/or installer during the warranty period.

#### ARTICLE V.

##### INDEMNIFICATION

The BOARD does hereby agree to indemnify, defend and hold harmless the COUNTY to the extent of the limitations included within Section 768.28, Florida Statutes, subject to the provisions in this Statute whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out the same incident or occurrence, exceeds the sum of \$200,000, from and against any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the BOARD'S negligence, actions or failure to act under the terms and conditions of this Agreement. However, nothing contained herein shall be deemed to indemnify the COUNTY for any liability or claim

arising out of the negligent performance or failure of performance of the COUNTY.

The COUNTY does hereby agree to indemnify, defend and hold harmless the BOARD to the extent of the limitations included within Section 768.28, Florida Statutes, subject to the provisions in this Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the COUNTY arising out the same incident or occurrence, exceeds the sum of \$200,000, from and against any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the COUNTY'S negligence, actions or failure to act under the terms and conditions of this Agreement. However, nothing contained herein shall be deemed to indemnify the BOARD for any liability or claim arising out of the negligent performance or failure of performance of the BOARD.

The COUNTY shall cause any contractor performing work on the School playfield to indemnify, defend and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims, and to name the BOARD as an additional insured with respect to any liability policies provided by the contractor to the COUNTY in connection with the work. The COUNTY shall not permit any liens or encumbrances to be placed against the property as a result of the work, or actions of its contractor. In that event, the COUNTY shall cause the lien or encumbrance to be immediately removed.

#### ARTICLE VI.

##### CANCELLATION

Either party reserves the right to cancel the Agreement, only in the event of default by the other party, which default is not cured as set forth in Article VII.

#### ARTICLE VII.

##### DEFAULT

This Agreement may be cancelled by the BOARD only in the event the COUNTY defaults under the Agreement, and does not correct the violation within thirty (30) days after receiving written notification from the BOARD, or has not provided the BOARD with a written response within thirty (30) days after receiving said written notification indicating the status of why the COUNTY cannot correct the violation within thirty (30) days, the COUNTY'S resolution how to correct the violation, and a mutually acceptable



schedule to correct the violation.

This Agreement may be cancelled by the COUNTY only in the event the BOARD defaults under the Agreement, and does not correct the violation within thirty (30) days after receiving written notification from the COUNTY, or has not provided the COUNTY with a written response within thirty (30) days after receiving said written notification indicating the status of why the BOARD cannot correct the violation within thirty (30) days, the BOARD'S resolution how to correct the violation, and a mutually acceptable schedule to correct the violation.

In the event of cancellation of the Agreement, as set forth above, the COUNTY will cease all activities related to the installation of the improvements and shall cause any partially installed improvements that can not be accepted by the BOARD as safe and usable, to be removed from the DEMISED PREMISES, and the area to be restored to a condition as good or better than before the commencement of the work, and this Agreement shall have no further force and effect.

#### ARTICLE VIII.

##### COUNTY'S RIGHT OF ENTRY

The COUNTY shall have the right to enter said DEMISED PREMISES during all reasonable working hours to inspect the playground facility, upon notice to the School site administrator, provided COUNTY'S actions do not unreasonably interfere with School's use of the DEMISED PREMISES.

#### ARTICLE IX.

##### NOTICE AND GENERAL CONDITIONS

A. Except as otherwise provided herein, all notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail addressed to the parties at their respective addresses indicated below, or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To the LESSEE:           The School Board of Miami-Dade County, Florida  
                                  c/o Superintendent of Schools  
                                  1450 N.E. Second Avenue, Room 912  
                                  Miami, Florida 33132

With a copy to:           Miami-Dade County Public Schools  
                                  Facilities Planning  
                                  Attn: Administrative Director  
                                  1450 N.E. Second Avenue, Room 525  
                                  Miami, Florida 33132

To the LESSOR: County Manager  
Stephen P. Clark Center  
111 N.W. First Street, 29th Floor  
Miami, Florida 33128

With a copy to: Miami-Dade County Park & Recreation Department  
Attn: Director  
275 N.W. 2nd Street  
Miami, Florida 33128

B. Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools shall be the party designated by BOARD to grant or deny all approvals required by this Agreement, or to cancel this Agreement as provided for herein.

#### ARTICLE X.

##### SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

#### ARTICLE XI.

##### COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

All parties hereby agree that they shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as they apply to this Agreement.

#### ARTICLE XII.

##### CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County, Florida.

#### ARTICLE XIII.

##### SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof, provided to do so would not render interpretation of the lease provisions ambiguous or a nullity.

#### ARTICLE XIV.

##### WAIVER

No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by COUNTY or BOARD. The failure of either party to insist upon strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions but the same shall continue and remain in full force and effect.

#### ARTICLE XV.

##### WRITTEN AGREEMENT

The Agreement contains the entire agreement between the parties hereto and incorporates all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by both parties.

IN WITNESS WHEREOF, the COUNTY and BOARD have caused this Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

COUNTY:

MIAMI-DADE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

BOARD:

THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
Superintendent

ATTEST:

\_\_\_\_\_  
Deputy Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
County Attorney

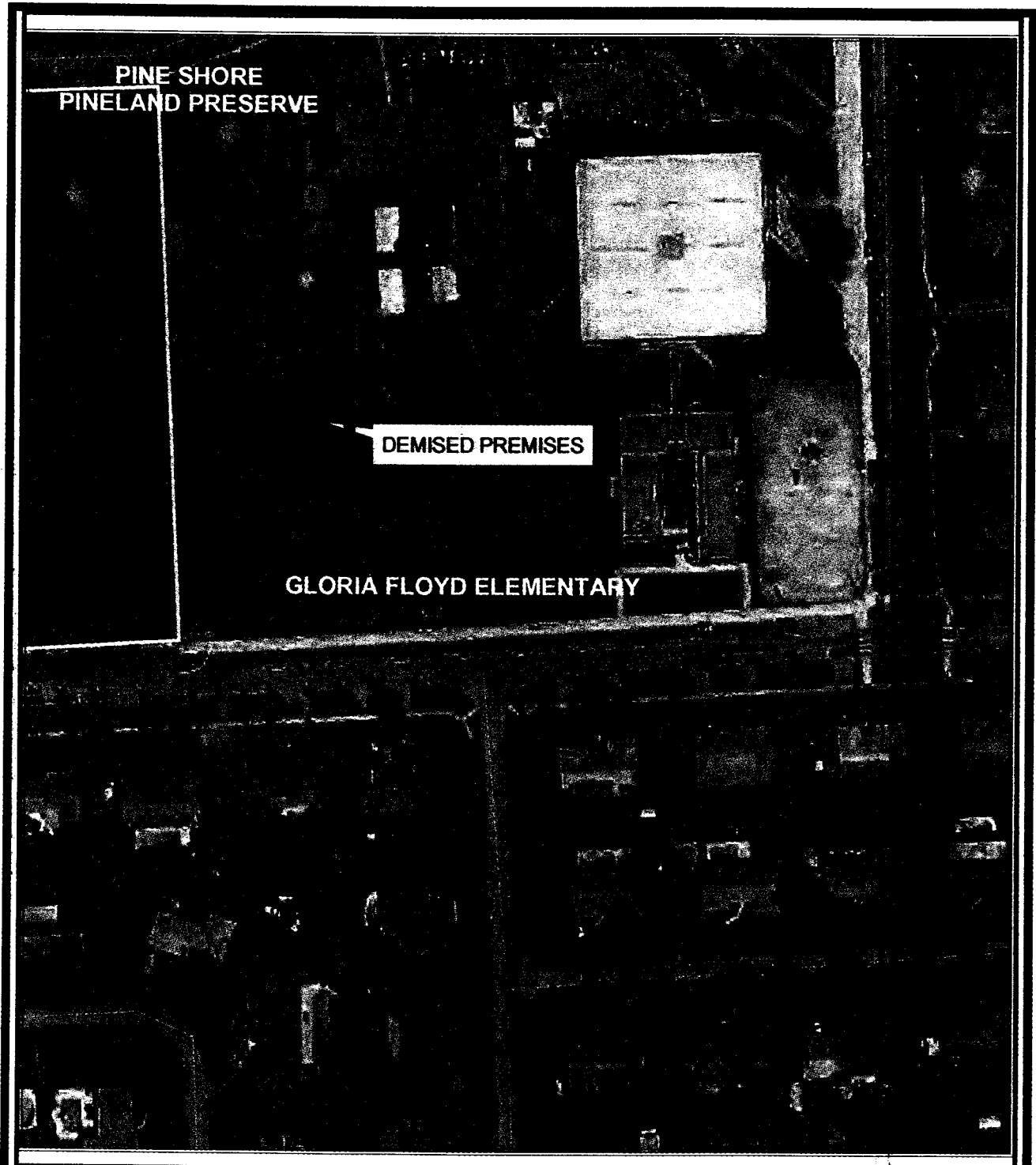
\_\_\_\_\_  
School Board Attorney

t:\MIKE\Gloria Floyd Elementary Playground agreement 3.26.04

12

G:\DOCUMENT\PINE\_SHORE\_PINELAND\_PRESERVE\propmgr\playground agreement\Gloria Floyd Elementary Playground agreement 4.12.04.doc

Miami-Dade County  
Park and Recreation Department  
GLORIA FLOYD ELEMENTARY  
EXHIBIT "A"



0 0.0125 0.025 0.05 0.075  
Miles

—— Highway  
—— Major Road  
Dade County Parks



Miami-Dade County  
Park and Recreation Department  
Planning and Research Division  
Date 5/24/2004

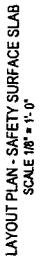
13

- 1) CONCRETE CURBWAYS & SLABS SHALL BE 1" MAX. CROSS SLOPE FOR DRAINAGE
- 2) SAW CUT CONTROL JOINTS, 18" WIDE X 2" DEEP SHALL BE MADE WITHIN 1 HOUR OF STRAIGHTENING
- 3) EXPANSION JOINTS WITH BITUMINOUS EXPANSION MATERIAL (3/4" WIDTH) SHALL BE LOCATED 10' MAX. APART
- 4) 10' TO 20' MAX SHALL BE PLACED ALONG GRASSED EDGES OF CONCRETE SEATING SLAB
- 5) 10' TO 20' MAX SHALL BE PLACED ALONG 1" MAX. THICK FINISHED GRASS SHALL BE SET 7' BELOW SLAB ELEVATION AND SLOPED 1" MAX. VERT.
- 6) CONTRACTOR TO PROVIDE AND INSTALL TEMPORARY 10' CHAIN LINK FENCE ALONG LIMIT OF WORK BOUNDARY.
- 7) CONTRACTOR TO FORM AND PLACE CONC. FOR CURBS & SLABS AS INDICATED ON PLAN
- 8) CONTRACTOR IS RESPONSIBLE FOR THEIR OWN TAKE OFF AND QUANTIFYING OF MATERIALS
- 9) CONTRACTOR TO LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO DIGGING
- 10) NO CHANGES SHALL BE MADE WITHOUT PRIOR NOTICE OF THE LANDSCAPE ARCHITECT

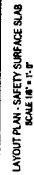


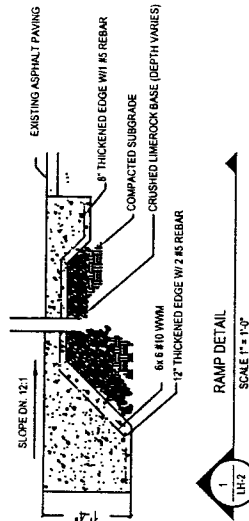
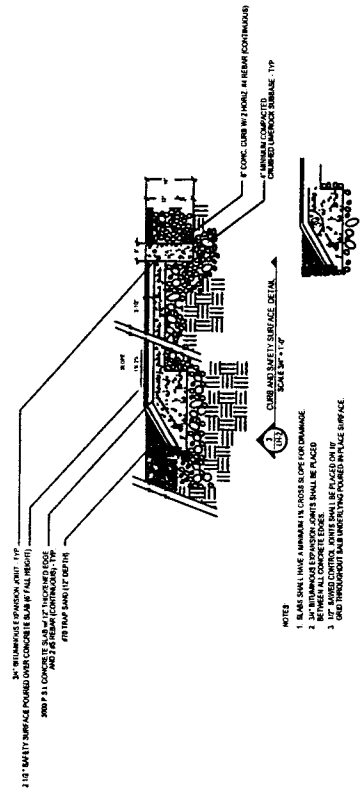
NOTES:  
SCALE 3/16" = 1'-0"

1. LSI TO PROVIDE CONSTRUCTION DRAWINGS FOR EQUIPMENT AND INSTALLATION.
2. LSI TO PROVIDE CUSTOM RAIL FOR RAMP. RAIL SHALL EXTEND TO END OF CAST CONCRETE RAMP.



ALL ANGLES ARE 90 DEGREES UNLESS NOTED



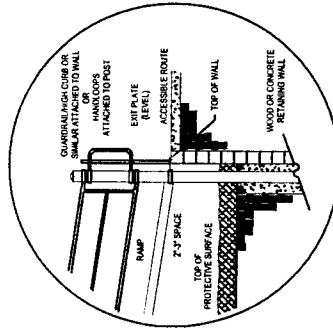
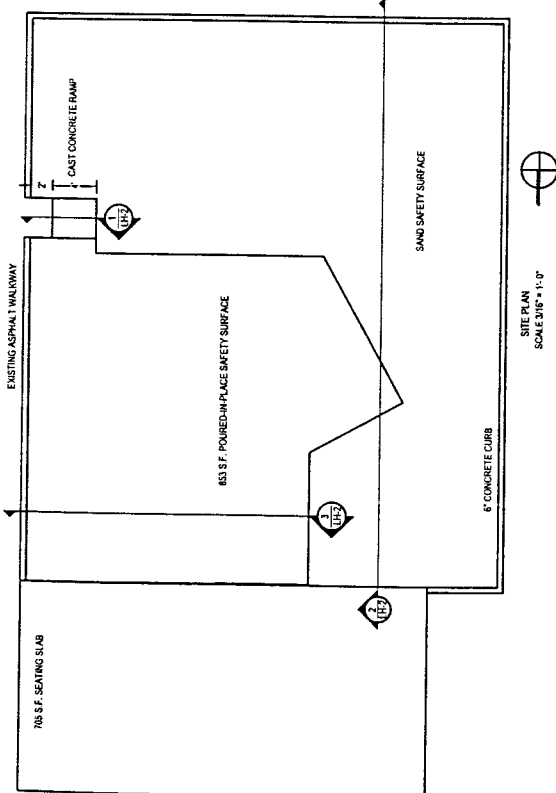


NOTES:

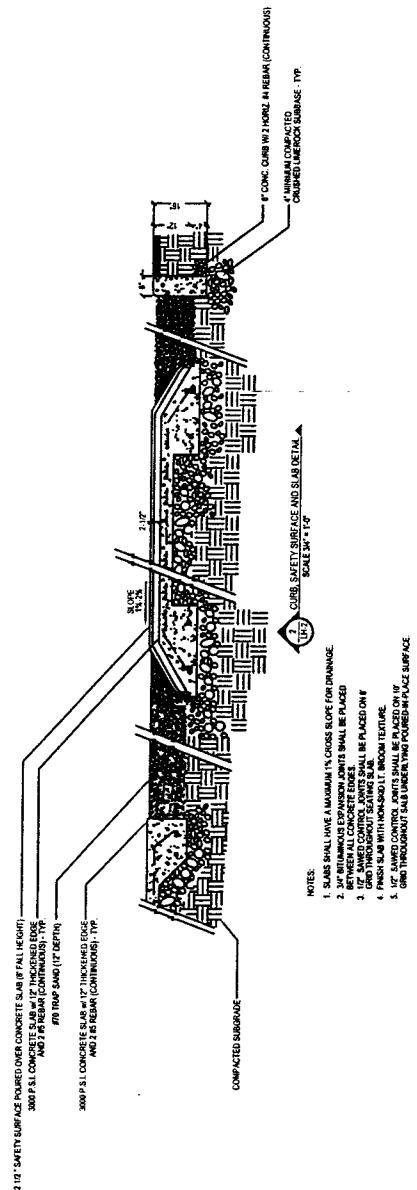
1. 1/2" SAWED CONTROL JOINT SHALL BE PLACED 2' O.C. ALONG RAMP.
2. FINISH SURFACE OF RAMP WITH NON-SKID I.T. BROOM TEXTURE PERPENDICULAR TO DIRECTION OF TRAVEL.

NOTES:

- 1) CONCRETE WALKWAYS & SLABS SHALL HAVE 1% MAX. CROSS SLOPE FOR DRAINAGE.
- 2) SAW CUT CONTROL JOINTS, 1/8" WIDE X 2" DEEP SHALL BE MADE WITHIN 12 HOURS OF CONCRETE PLACEMENT. ALL SAW CUTS SHALL BE TRUE, ACCOMPISHED WITH THE AID OF A STRAIGHT EDGE.
- 3) EXPANSION JOINTS WITH BITUMINOUS EXPANSION MATERIAL (3/4" WIDTH) SHALL BE LOCATED BETWEEN ALL CONCRETE SLABS.
- 4) 80 / 20 SOIL MIX SHALL BE PLACED ALONG GRASSED EDGES OF CONCRETE SEATING SLAB AND CURB, EXTENDING OUTWARD 2' MINIMUM. FINISHED GRADE SHALL BE SET 2" BELOW SLAB ELEVATION AND SLOPED 4:1 MAX. AWAY FROM SLAB.
- 5) PROVIDE 2" MIN. CONC. COVER OVER ALL RE-BAR / REINFORCING STEEL.
- 6) CONTRACTOR TO PROVIDE AND INSTALL TEMPORARY 6' HGT. CHAIN LINK FENCE ALONG LIMIT OF WORK BOUNDARY.
- 7) CONTRACTOR TO FORM AND PLACE CONC. FOR CURBS & SLABS AS INDICATED ON PLAN.
- 8) CONTRACTOR IS RESPONSIBLE FOR THEIR OWN TAKE-OFF AND QUANTIFYING OF MATERIALS.
- 9) CONTRACTOR TO LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO DIGGING.
- 10) NO CHANGES SHALL BE MADE WITHOUT PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.



**SUGGESTED ELEVATED RAMP EXIT INSTALLATION**



**NOTES:**

1. SLABS SHALL HAVE A MAXIMUM 1% CROSS SLOPE FOR DRAINAGE.
2. 3/4" BUTTJOINT EXPANSION JOINTS SHALL BE PLACED BETWEEN ALL CONCRETE EDGES.
3. 1/2" SAWED CONTROL JOINTS SHALL BE PLACED ON 8' GRID THROUGHOUT SEATING SLAB.
4. FINISH SLAB WITH NON-SKID 1/8" IRONITE TEXTURE.
5. 1/2" SAWED CONTROL JOINTS SHALL BE PLACED ON 10' GRID THROUGHOUT SLAB UNDER TYPING POURED-IN-PLACE SURFACES.

RESOLUTION NO.R-169-79

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH THE DADE COUNTY SCHOOL BOARD, TO PROVIDE EXPANDED RECREATIONAL OFFERINGS FOR RECREATIONAL PROGRAMS TO COMMUNITIES IN DADE COUNTY; AND AUTHORIZING COUNTY MANAGER TO EXERCISE CANCELLATION PROVISION CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the memorandum from the County Manager, a copy of which is attached to this resolution, for the reasons delineated therein,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the amendment to agreement between Dade county and the School Board of Dade County, to provide expanded recreational offerings for recreational programs to communities in Dade County, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Dade County; and to exercise the cancellation provision contained therein.

The foregoing resolution was offered by Commissioner

**Clara Oesterle**, who moved its adoption. The motion was seconded by Commissioner **Ruth Shack**, and upon being put to a vote, the vote was as follows:

Neal F. Adams	Absent
Clara Oesterle	Aye
William G. Oliver	Aye
Beverly B. Phillips	Aye
James F. Redford, Jr.	Aye
Harvey Ruvin	Aye
Barry D. Schreiber	Aye
Ruth Shack	Aye
Stephen P. Clark	Aye

The Mayor thereupon declared the resolution duly passed and adopted this 13th day of February, 1979.

DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

Approved by County Attorney as  
to form and legal sufficiency. R A G

By: RAYMOND REED  
Deputy Clerk.



## MEMORANDUM

Agenda Item No. 5 (e) (9)

TO Honorable Mayor and Members  
Board of County Commissioners

DATE February 13, 1979

FROM M. R. Stierlein  
County Manager

SUBJECT Revision of 1961  
Agreement for Joint  
Recreational Program  
with Dade County  
School Board

RECOMMENDATION

It is recommended that the existing Agreement between Dade County and the Dade County School Board be revised according to the attached draft prepared by representatives of staff and the School Board.

BACKGROUND

The current Agreement between Dade County and the Dade County School Board was approved by County Commission Resolution No. 6529 (May 2, 1961) encouraging mutual use of each other's facilities when feasible to improve upon recreational programs being offered to the community.

With the passage of time, and changes in operating procedures, the Agreement should be updated to accommodate today's needs, and to improve upon conditions experienced thus far in utilization of this Agreement.

ANALYSIS

This revision, drafted by members of the Park/School Task Force, endeavors to effect the following provisions not contained in the original 1961 Agreement:

1. Mutual "blanket" indemnification of the owning agency when facilities are in use by the other.
2. Emphasized use of leases and operating agreements for all long-term (more than one (1) year) arrangements.
3. Use of permits, executed at staff level, for short-term (less than one (1) year) arrangements. Examples include stadiums, pools, gymnasiums, etc.
4. Mutual notification of site acquisitions, surplus properties and facility planning.
5. Recognition and formulation of a Park/School Task Force to serve as the coordinating, investigating and recommending body for matters of common concern to both agencies.

21329  
107.79

AMENDMENT  
TO  
AGREEMENT FOR JOINT RECREATION PROGRAM  
AND USE OF FACILITIES

THIS AGREEMENT, made and entered into on this 13<sup>th</sup> day of FEBRUARY  
A.D. 1979, by and between THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, a body corporate  
and politic under the laws of the State of Florida, hereinafter called the "School  
Board", and METROPOLITAN DADE COUNTY, a political subdivision of the State of Florida,  
hereinafter called the "County",

WITNESSETH

WHEREAS the School Board and the County have previously entered into Agreement for  
Joint Recreation Program and Use of Facilities on May 17, 1961, for the purpose of pro-  
viding additional community recreation programs and activities through the use of school  
facilities after school hours under the supervision of County personnel; and

WHEREAS the School Board owns and has under its jurisdiction and control certain  
school and educational facilities and equipment that may be utilized after normal school  
hours for suitable community recreational activities; and

WHEREAS the County owns and has under its jurisdiction and control certain parks,  
playgrounds, playfields, recreational buildings, swimming pools, stadiums and other  
recreational areas and equipment that may be utilized at mutually suitable times for  
suitable school programs; and

WHEREAS it is sometimes necessary for the School Board to meet the State Department  
of Education's minimum site requirements through the use of adjacent park lands; and

WHEREAS the common objective of providing such community recreational and school  
programs may be best achieved in the most economical manner through joint and concerted  
action of the respective parties in making available for such purposes suitable facili-  
ties and lands belonging to the School Board and the County, on which either agency may  
fund the construction of improvements for such recreational and school programs; and

WHEREAS the County and the School Board mutually desire to amend the 1961 Agree-  
ment for Joint Recreation and Use of Facilities to incorporate the use of County lands  
and facilities for school programs and to reflect current School Board and County policy  
in the development and administration of the Park/School complex.

NOW THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE 1961 AGREEMENT FOR  
JOINT RECREATION PROGRAM AND USE OF FACILITIES IS AMENDED AS FOLLOWS:

I.

It is mutually agreed that a Park/School Task Force will be formulated to serve as  
the coordinating, investigating, and recommending body for all matters common to both  
agencies. These areas include but are not limited to leases, permit policies, joint uses,  
operating agreements, site acquisition, facility planning, development and/or use of fac-  
ilities for jointly sponsored activities; coordination of similar programs such as com-  
munity schools, and After-school Recreation; and attempt to maintain an equitable

18

cost/benefit ratio.

Representatives will be appointed by the Superintendent of Schools and the County Manager from staff of School Board and Park and Recreation Department. Representatives should include but not be limited to staff members working with site selection and acquisition, property management, design and construction, and operations.

## II.

The School Board agrees to make School facilities and lands available to the County for use and/or construction of community recreational facilities as may be selected from time to time by the County and approved by the School Board, upon the terms and conditions herein set forth. It is understood that school events and activities have priority in respect to the use of all School Board facilities, and the community recreational programs provided by the County shall not conflict or interfere with such school events and activities. The selection and approval of the school facilities to be utilized for such community recreational programs shall be accomplished in the following manner: Whenever the County determines that a recreational program should be made available at any school or schools in the unincorporated area of the County, it shall cause to be submitted to the School Board a written request for the use of such school, describing the facilities to be used, a schedule outlining the particular type or types of recreational programs to be provided, the dates and hours thereof, and any other information reasonably required by the School Board. Upon receipt of any such written request, the School Board shall promptly review the same and approve or disapprove the request in writing. The Special Permit pursuant to School Board Policy should be used for this purpose if the use is less than one year. In the event the use request is for a period of one year or more, a Lease Agreement is required. The County may discontinue any such recreational program at any time upon thirty days written notice unless specifically stated in a Joint Use Agreement or Lease Agreement. The County shall not be obligated to provide recreational programs at any schools except those selected by the County and approved by the School Board.

## III.

The County agrees to make available to the School Board for the purposes of conducting school education programs such recreational facilities and lands as may be selected by the School Board and approved by the County, upon terms and conditions herein set forth. It is understood that general County recreational events and activities have priority in respect to use of County facilities and the School Board Programs shall not conflict or interfere with such community recreational events and activities. The selection and approval of the recreational facilities to be utilized for such School Board program shall be accomplished in the following manner:

Whenever the School Board determines that County recreational facility or facilities are required to provide sufficient space for a school education program, it shall cause to be submitted to the County a written request for the use of such recreational facility, describing the facilities to be used (that is, the extent of the facilities such as parks, playgrounds, playfields, recreational buildings, swimming pools, stadiums and other allied facilities and equipment, etc. needed for conducting the program; a schedule outlining the particular type or types of programs to be conducted; the dates and hours thereof, and any other information reasonably required by the County. Upon receipt of any such written request, the County shall promptly review the same and approve or disapprove the request in writing. The Special Permit pursuant to Dade County regulations should be used for this purpose if the use is less than one year. In the event the use request is for a period of one year or more, a Lease Agreement is required. The School Board may discontinue any such program at any time upon thirty days written notice unless specifically stated in a Joint Use Agreement or Lease Agreement.

#### IV.

Upon approval of the use of a School Board facility for a continuing County recreation program or a County facility for a continuing School Board education program, a Joint Use Agreement established by the Park/School Task Force for the particular facility or land shall be executed by the parties hereto, which agreement shall set forth the area to be used, extent of improvements which may be constructed thereunder, hours of use, and maintenance responsibilities of each part.

#### V.

The County shall be responsible for the supervision of such community recreational programs conducted in or on school facilities after school hours, weekends, and during vacation periods.

The School Board shall be responsible for school and after school education programs as it may conduct in or on County facilities unless otherwise provided.

#### VI.

a. The School Board and County agree to insure or self insure their respective interests in real or personal property to the extent each deems necessary or appropriate, and hereby mutually waive all rights to recovery for loss or damage of such property by any cause whatsoever. The School Board and County hereby waive all rights of subrogation under any policy or policies they may carry, or on property placed or moved on the premises.

b. When utilizing County facilities the School Board agrees to indemnify and hold the County harmless only as to any loss, damage, claim, demand, suit, liability, or payment directly caused by the acts or omissions of the School Board's employees and agents while the School Board is using or controls County facilities, pursuant to this agreement, and only to the extent that tort immunity has been waived by law.

c. When utilizing School Board facilities the County agrees to indemnify and hold the School Board harmless only as to any loss, damage, claim, demand, suit, liability, or payment directly caused by the acts or omissions of the County's employees and agents while the County is using or controls School Board facilities, pursuant to this agreement, and only to the extent that tort immunity has been waived by law.

#### VII.

It is mutually agreed that in the event that any dispute, controversy or difference arises as a result of such community recreation programs being conducted upon school facilities jointly selected and used or concerning the County's use of School Board facilities or the School Board's use of County facilities, such dispute, controversy or difference shall be resolved, settled or arbitrated by appeal to the Park/School Task Force.

#### VIII.

It is mutually recognized that school properties and facilities are intended primarily for school and educational purposes and for the use and benefit of children of school age. Therefore, it is the intent of the parties hereto that the programs and activities to be conducted on school grounds shall be planned and scheduled so that the recreational needs of such children shall be provided for adequately, but not to exclude adults and senior adults. The same intent shall apply to County owned facilities, the Board recognizing that County recreational needs shall take priority over the needs of the School Board for County facilities.

#### IX.

The County and School Board warrant and agree that all School Board facilities and property shall be used in compliance with all Federal, state and local laws, in accordance with all rules and regulations of the School Board.

The County and School Board warrant and agree that all County facilities and property shall be used in compliance with all Federal, state, and local laws, in accordance with all rules and regulations of the County Commission.

21

X.

The School Board agrees that it will inform the County whenever new school sites are to be selected and designated so that the County may acquire adjoining property for providing additional recreational facilities, in the event the County desires so to do. Plans for development of adjoining property shall be processed through the Park/School Task Force.

The School Board further agrees that it will not lease or otherwise make available the long term use and/or occupancy of any property owned or held by the School Board in unincorporated area of Dade County without first ascertaining from the County whether it desires to utilize such property in the foreseeable future as a site for providing community recreation programs under the provisions of the agreement. The same shall apply to the County for County owned property.

XI.

It is mutually agreed that either the School Board or the County shall have the right or privilege of cancelling this agreement upon ninety (90) days written notice to the other party. Likewise, either party may cancel or discontinue the operation of this agreement in respect to any particular school or County facility at any time upon thirty (30) days written notice unless specifically stated in a Joint Use Agreement or Facility Lease.

XII.

It is expressly understood and agreed that this agreement shall not operate or be construed as creating any relationship between the parties in respect to the use of the school property and facilities herein mentioned or of County properties and facilities other than that of licensor and licensee, and it is further agreed that the privileges hereby conferred shall not be transferred or assigned in whole or in part without approval of the respective School Board or Commission.


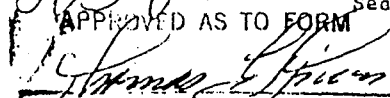
XIII.

This agreement embodies the entire understandings of the respective parties hereto and there are no further or other agreements or understandings, written or

oral, in effect between the parties relating to the subject matter hereof. This agreement may be amended or modified only by an instrument of equal formality executed by the respective parties. This agreement in no way affects any long term lease that may exist between the School Board and the County.

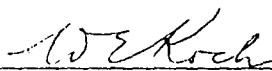
IN WITNESS WHEREOF, THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, has caused this agreement to be executed by its Chairman and affixed its official seal, attested by its Secretary, pursuant to action of the Board, and Dade County, Florida, has caused this agreement to be executed by its County Manager and affixed its official seal, attested by its Clerk, pursuant to resolution of the County Commission, on the day and year first above written.

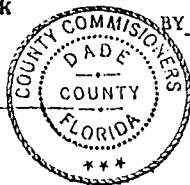
ATTEST:

  
\_\_\_\_\_  
APPROVED AS TO FORM Secretary  
  
\_\_\_\_\_  
ATTORNEY FOR BOARD

ATTEST:

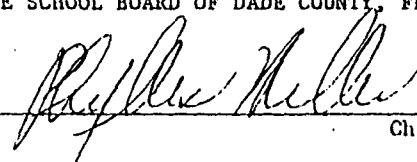
RICHARD P. BRINKER, Clerk

  
\_\_\_\_\_  
DEPUTY CLERK



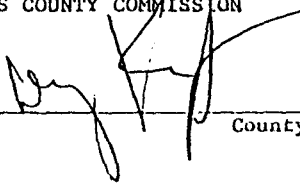
THE SCHOOL BOARD OF DADE COUNTY, FLORIDA

BY

  
\_\_\_\_\_  
Chairman

METROPOLITAN DADE COUNTY, FLORIDA BY  
ITS COUNTY COMMISSION

BY

  
\_\_\_\_\_  
County Manager

(Not on Agenda)  
5/2/61

RESOLUTION NO. 6529

R-6529

RESOLUTION APPROVING PROPOSED  
AGREEMENT FOR JOINT RECREATIONAL  
PROGRAM BETWEEN THE BOARD OF  
PUBLIC INSTRUCTION AND DADE COUNTY,  
AND AUTHORIZING EXECUTION THEREOF  
ON BEHALF OF THE COUNTY

WHEREAS, the County Commission, by Resolution No. 5827, adopted October 4, 1960, approved in principle a proposal for a joint recreational program to be developed through cooperation between The Board of Public Instruction and the County, and authorized the County Manager to proceed to develop a mutually satisfactory agreement for implementing and effectuating such joint recreational program; and

WHEREAS, pursuant to conferences and negotiations between school representatives and county representatives, a proposed Agreement for Joint Recreational Program has been prepared for consideration and approval by The Board of Public Instruction and the County Commission,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that the proposed Agreement for Joint Recreational Program between The Board of Public Instruction of Dade County, Florida, and Dade County, a political subdivision of the State of Florida (a true copy of which agreement is hereto attached and made a part hereof by reference) is hereby approved; and the County Manager and the Clerk of the County Commission are hereby authorized and directed to execute said agreement for and on behalf of Dade County.

24



The foregoing Resolution was offered by Commissioner  
Alexander S. Gordon , who moved its adoption. The motion  
was seconded by Commissioner Frank O. Pruitt , and  
upon being put to a vote, the vote was as follows:

James H. Allen	Aye
Jack H. Beckwith	Aye
Joseph A. Boyd, Jr.	Aye
Alexander S. Gordon	Aye
Charles F. Hall	Aye
Ben C. McGahey	Aye
Arthur H. Patten, Jr.	Aye
Frank O. Pruitt	Aye
Harold B. Spael	Aye
Milton E. Thompson	Absent
Walter Weiss	Aye
Winston W. Wynne	Aye
Robert M. Haverfield	Aye

The Chairman thereupon declared the Resolution duly passed  
and adopted this 2nd day of May, 1961.

DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

E. B. LEATHERMAN, CLERK

By: \_\_\_\_\_  
Deputy Clerk.

25

AGREEMENT FOR JOINT RECREATIONAL PROGRAM

THIS AGREEMENT, made and entered into on this 17 day of May, 1961, by and between THE BOARD OF PUBLIC INSTRUCTION OF DADE COUNTY, FLORIDA, a body corporate and politic under the laws of the State of Florida, hereinafter called the "School Board", and DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "County".

WITNESSETH:

WHEREAS, the School Board and the County are mutually interested in and concerned with providing and making available increased recreational programs, activities and facilities for the use and benefit of the people of Dade County, Florida; and

WHEREAS, the School Board owns and has under its jurisdiction and control certain school and educational facilities and equipment that may be utilized after normal school hours for suitable community recreational activities; and

WHEREAS, the County has provided funds and personnel for the purpose of conducting, supervising and directing basic community recreation programs in the unincorporated areas of Dade County; and

WHEREAS, the common objective of providing such community recreation programs may be best achieved in the most economical manner through joint and concerted action of the respective parties in making available for such purpose suitable facilities belonging to the School Board and the trained personnel to be provided by the County,

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND  
AGREED AS FOLLOWS:

1. The School Board agrees to make available to the County for the purpose of conducting community recreation programs the use of such school facilities as may be selected from time to time by the County and approved by the School Board, upon the terms and conditions herein set forth. It is understood that school events and activities have priority in respect to the use of all School Board facilities, and the community recreation programs provided by the County shall not conflict or interfere with such school events and activities. The selection and approval of the school facilities to be utilized for such community recreation programs shall be accomplished in the following manner: Whenever the County determines that a recreation program should be made available at any school or schools, it shall cause to be submitted to the School Board a written request for the use of such school, describing the facilities to be used (that is, the extent of facilities such as classrooms, restrooms, auditoriums, gymnasiums, industrial art shops, playgrounds, etc. needed for conducting the program); a schedule outlining the particular type or types of recreation programs to be provided; the dates and hours thereof, and any other information reasonably required by the School Board. Upon receipt of any such written request, the School Board shall promptly review the same and approve or disapprove the request in writing. The County may discontinue any such recreational program at any time upon thirty days written notice. The County shall not be obligated to provide recreation programs at any schools except those selected by the County and approved by the School Board.

27

2. The County agrees to provide a basic recreation program for the unincorporated areas of Dade County at various schools selected by the County in coordination with activities of a similar nature sponsored by the School Board. It is understood and agreed that the exact nature and character of the recreation program at each school facility shall be determined by joint planning between County personnel and School Board personnel, to the end that the most feasible and suitable recreation program may be developed for each area of the community through coordination. The recreation programs to be conducted by the County will be operated after school hours and during vacation periods. Special areas will be selected and determined on the basis of the need therefor commensurate with the availability of County funds for such purpose, and as the desirability and feasibility therefor shall be jointly determined by the County and the School Board.

3. The County shall be responsible for the supervision of such community recreation programs on school facilities after regular school hours and during vacation periods. The County agrees to indemnify and hold harmless the School Board from all liability, loss or damage to any person or persons sustained as a result of the recreation programs conducted by the County upon school facilities, and the County covenants that it will carry and provide at its own cost and expense appropriate public liability insurance coverage in amounts not less than \$100,000 for any person, \$300,000 for any one accident, and \$5,000 for property damage, and to deliver to the School Board a certificate of insurance evidencing such coverage. The County shall reimburse the School Board for any and all personal property or equipment damaged or destroyed as a result of the recreation programs conducted by the County.

4. The County shall at all times provide and maintain at County expense adequate and trained personnel to conduct and supervise all such community recreation programs. Qualified school personnel may be employed by the County on a part-time basis for such purpose, at rates provided by the County Pay Plan currently in effect, provided such County employment does not conflict with performance of duties under School Board employment. Where a school gymnasium is utilized by the County in connection with a recreation program, the County shall employ one person from the coaching staff or the Physical Education Department of the School Board to be responsible for the care and custody of all school property used in connection with such activities. Such personnel shall be deemed to constitute a County employee during the hours of working under County supervision, and shall be paid for such services according to the County job classification at which employed. The County shall make every effort to continue intra-mural and similar type athletic activities carried on by the Physical Education Departments, in addition to the County recreation program. At the Elementary School level, the County shall be under no obligation to employ faculty members of any particular school in connection with the recreation program conducted at such school. Where a particular school has employed Physical Education Instructors to conduct after-school activities, such school personnel shall continue to perform their instruction work after school under the supervision of County Recreation Personnel and coordinate the school program with the County program, without cost to the County. Each school Principal in charge of any school facility used by the County for recreation programs shall cause appropriate custodial services to be provided for such school facilities, and the County shall reimburse the

School Board for the actual costs of providing such custodial services. Whenever beneficial, the working hours of County personnel and School Board personnel shall be coordinated and integrated. The several school Principals shall assist in scheduling the recreational programs to be conducted by the County at their respective schools.

5. The County shall provide all supplies and expendable materials necessary to carry on such community recreation programs. The School Board shall install and maintain all fences, play apparatus and equipment necessary for its school program, and the same may be used by the County in connection with its community recreation programs.

The County will not, without first obtaining written permission from the School Board, alter or change any school facilities used by the County in any manner whatsoever, nor erect, install, or locate any building or other improvement thereon, either temporary or permanent, and will quit and deliver up the facilities used by the County when such use is terminated in as good condition as when accepted by the County, ordinary wear and decay and damage by the elements excepted; and in the event it should be necessary to perform any repairs or reconditioning work to reconstruct or restore the facilities after use by the County, the County shall reimburse the School Board for such costs of repairs and reconditioning.

Where the School Board determines that additional toilet or other facilities are necessary in connection with use by the County of any school facility, such additional toilet or other facility shall be provided or constructed at the cost of the County and upon the approval of the School Board, or the County shall discontinue the use of such school facility.

6. It is mutually agreed that in the event that any dispute, controversy or difference arises as a result of such community recreation programs being conducted upon school facilities jointly selected and used, or concerning the County's use of School Board facilities, such dispute, controversy or difference shall be resolved, settled or arbitrated by appeal to the Superintendent of The Board of Public Instruction and the Superintendent of Recreation, Park and Recreation Department, in accordance with jointly established procedures governing such matters.

7. It is mutually recognized that school properties and facilities are intended primarily for school and educational purposes and for the use and benefit of children of school age. Therefore, it is the intent of the parties hereto that the programs and activities to be conducted on school grounds shall be planned and scheduled so that the recreational needs of such children shall be provided for adequately and in first priority.

8. The County covenants, warrants and agrees that all School Board facilities and property shall be used in compliance with all Federal, state and local laws, and in accordance with all rules and regulations of the School Board.

9. The School Board agrees that it will inform the County whenever new school sites are to be selected and designated so that the County may acquire adjoining property for providing additional recreational facilities, in the event the County desires so to do. The School Board further agrees that it will not lease or otherwise make available the use and occupancy of any property owned or held

by the School Board in the unincorporated areas of Dade County for recreational purposes without first ascertaining from the County whether it desires to utilize such property in the foreseeable future as a site for providing community recreation programs under the provisions of this agreement.

10. It is mutually agreed that either the School Board or the County shall have the right or privilege of cancelling this agreement upon ninety (90) days written notice to the other party. Likewise either party may cancel or discontinue the operation of this agreement in respect to any particular school facility at any time upon thirty (30) days written notice.

11. It is expressly understood and agreed that this agreement shall not operate or be construed as creating any relationship between the parties in respect to the use of the school property and facilities herein mentioned other than that of licensor and licensee, and it is further agreed that the privileges hereby conferred shall not be transferred or assigned in whole or in part.

12. This agreement embodies the entire understandings of the respective parties hereto and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This agreement may be amended or modified only by an instrument of equal formality executed by the respective parties.

IN WITNESS WHEREOF, THE BOARD OF PUBLIC INSTRUCTION  
OF DADE COUNTY, FLORIDA, has caused this agreement to be executed



by its Chairman and affixed its official seal, attested by its Secretary, pursuant to resolution of the Board, and DADE COUNTY, FLORIDA, has caused this agreement to be executed by its County Manager and affixed its official seal, attested by its Clerk, pursuant to resolution of its Board of County Commissioners, on the day and year first above written.

(OFFICIAL SEAL)

THE BOARD OF PUBLIC INSTRUCTION  
OF DADE COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Its Chairman

\_\_\_\_\_  
Secretary

(OFFICIAL SEAL

DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Its County Manager

ATTEST:

E. B. LEATHERMAN, Clerk

By: \_\_\_\_\_  
Deputy Clerk.